

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE

MWH HOLDINGS, LLC,

Plaintiff,

v.

Docket No. 1:20-cv-01152

CERTAIN UNDERWRITERS AT LLOYD’S,
LONDON SUBSCRIBING TO CERTIFICATE NO.
XEQ3461418, IMPROPERLY NAMED AS CERTAIN
UNDERWRITERS AT LLOYD’S OF LONDON,

Defendant.

**DEFENDANT’S ANSWER, AFFIRMATIVE DEFENSES,
AND JURY TRIAL CLAIM**

I. PARTIES

1. Without knowledge. The phrase “without knowledge” means that Defendant (1) lacks sufficient knowledge to form a belief as to the truth or accuracy of the allegation, (2) therefore denies such claim, and (3) leaves Plaintiff to its proof.

2. Denied.

II. FACTS

3. Without knowledge.

4. Admitted that Defendant issued to Plaintiff a policy of insurance, Certificate No. XEQ3461418.

5. Without knowledge.

6. Without knowledge.

7. Denied.

8. Denied.

III. CAUSE OF ACTION

COUNT I – BREACH OF CONTRACT

9. Defendant incorporates by reference the responses to Paragraphs 1 through 8 above.

10. Denied.

11. Denied.

12. Denied.

13. Denied.

COUNT II – NEGLIGENCE

14. Defendant incorporates by reference the responses to Paragraphs 1 through 13 above.

15. Without knowledge. Calls for legal conclusion.

16. Denied.

17. Denied.

IV. CONCLUSION

18. Paragraph 18 of the Complaint contains a legal conclusion and/or argument to which no response appears necessary. To the extent Paragraph 18 contains any factual allegations against Defendant, the allegations are denied.

19. Paragraph 19 of the Complaint contains a legal conclusion and/or argument to which no response appears necessary. To the extent Paragraph 19 contains any factual allegations against Defendant, the allegations are denied.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Defendant denies each and every allegation of liability contained in the Complaint.

THIRD DEFENSE

Defendant states that the Complaint must fail because there exists no case or controversy with regard to the claims as alleged in this case against Defendant.

FOURTH DEFENSE

Plaintiff's claims are, or may be, barred by statute, public policy, laches, waiver, estoppel, unclean hands and/or the applicable statute of limitations.

FIFTH DEFENSE

Defendant states that claims for relief are governed by the terms, provisions, exclusions, conditions, endorsements, and limits of liability contained in the subject insurance policy.

SIXTH DEFENSE

Defendant is not required to provide any further insurance coverage to Plaintiff, beyond that already paid, under the terms and conditions of the subject insurance policy.

SEVENTH DEFENSE

The damage of which Plaintiff complains is not a covered loss pursuant to the terms and conditions of the subject insurance policy.

EIGHTH DEFENSE

Defendant states that it has satisfied all contractual obligations owed to Plaintiff under any and all policies of insurance issued by Defendant to Plaintiff.

NINTH DEFENSE

Defendant states that the damage sustained to Plaintiff's property does not comprise a covered claim under the subject insurance policy.

TENTH DEFENSE

Defendant states that it has acted in the utmost good faith at all times in its handling of Plaintiff's claim, and denies all allegations of bad faith.

ELEVENTH DEFENSE

Defendant hereby reserves the right to amend its Answer to assert such additional affirmative defenses as may be warranted or justified by facts disclosed while this litigation remains pending.

JURY DEMAND

Defendant requests a trial by jury as to all issues properly triable.

Respectfully submitted,

CERTAIN UNDERWRITERS AT LLOYD'S,
LONDON SUBSCRIBING TO CERTIFICATE
NO. XEQ3461418, IMPROPERLY NAMED
AS CERTAIN UNDERWRITERS AT
LLOYD'S OF LONDON

By Its Attorneys,

MORRISON MAHONEY LLP

Dated: December 3, 2020

/s/ Brian A. Suslak

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following persons on this date in the manner specified herein:

Electronically Served:

William Aivalikles, Esq.
253 Main Street
Nashua, NH 03060
Counsel for Plaintiff

/s/ Brian A. Suslak

Brian A. Suslak, #269917